

JUDGE SPRIZZO

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MORAN TOWING AND
TRANSPORTATION LLC,

Plaintiff,

-against-

LEE RACHAL,

Defendant.

Civil Action No. 08-26 2008

COMPLAINT

RECEIVED
U.S.D.C. S.D. N.Y.
CASHIERS

Plaintiff, Moran Towing and Transportation, LLC
("Moran"), by its attorneys, Profeta & Eisenstein, for its
Complaint against defendant, Lee Rachal, states as follows
upon information and belief:

1. This is an action for declaratory judgment, pursuant
to 28 U.S.C. §2201, for the purpose of determining a question
of actual controversy between the parties, as hereinafter more
fully appears.

2. This is a case of admiralty and maritime
jurisdiction, as will more fully appear, and is an admiralty
or maritime claim within the meaning of 28 U.S.C. 1333 and
Rule 9(h) of the Federal Rules of Civil Procedure.

3. Plaintiff, a maritime towing company, is a Delaware Limited Liability Company and does business within the Southern District of New York.

4. Defendant Lee Rachal, who is a citizen and resident of the State of Louisiana, was employed by plaintiff on a tugboat in November, 2005. This claim arises out of defendant's employment by plaintiff.

5. Defendant claims that he injured his back and suffered other injuries on November 1, 2005, while employed on board the KIMBERLY TURECAMO, a tugboat operated by plaintiff.

6. Defendant thereafter was examined and received treatment from various physicians in Louisiana.

7. Under the General Maritime Law, a shipowner has an obligation to pay maintenance and cure to a seaman injured in the service of the vessel until the seaman reaches maximum medical cure.

8. From November 1, 2005 through February 25, 2008, plaintiff Moran has paid monies to defendant as and for maintenance and cure.

9. Defendant has now reached maximum medical cure.

10. Plaintiff Moran has satisfied its obligation, if any, to pay defendant maintenance and cure and denies that defendant is entitled to maintenance and cure for any period or treatment after having reached maximum medical cure.

WHEREFORE, the plaintiff prays:

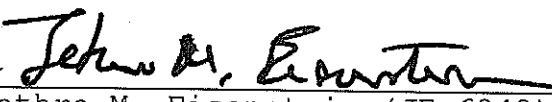
a. That this Court determine and adjudicate the obligations of plaintiff to defendant with respect to maintenance and cure; and

b. That this Court find and declare that this plaintiff has no duty or obligation to pay defendant further monies in respect of maintenance and cure.

Dated: New York, New York
February 25, 2008

Yours etc.,

PROFETA & EISENSTEIN
Attorneys for Plaintiff

By: 
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A Member of the Firm
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